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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

REMBRANDT GAMING TECHNOLOGIES,
LP, a Virginia limited partnership,

Plaintiff,

Case No.: 2:12-CV-00775-MMD-GWF

vs.

BOYD GAMING CORPORATION, a Nevada
corporation; CAESARS ENTERTAINMENT
OPERATING COMPANY, INC., a Delaware
corporation; MGM RESORTS
INTERNATIONAL OPERATIONS, INC., a
Delaware corporation; WMS GAMING, INC.,
a Delaware corporation; and LV GAMING
VENTURES, LLC, a Nevada limited liability
company,

Defendants.

[STIPULATED] PROTECTIVE ORDER

Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Rembrandt Gaming Technologies, LP ("Rembrandt") and Defendants Boyd Gaming Corporation ("Boyd"), Caesars Entertainment Operating Company, Inc. ("Caesars"), MGM Resorts International Operations, Inc. ("MGM"), WMS Gaming Inc. ("WMS"), and LV Gaming Ventures, LLC ("LV Gaming") (Collectively "The Parties") through their respective counsel, hereby stipulate and agree that

1 discovery in this Civil Action ("Action") may involve the disclosure of certain documents, things
2 and information that constitute or contain trade secrets, financial records, or other confidential
3 research, development or commercial information within the meaning of Rule 26(c) of the
4 Federal Rules of Civil Procedure ("Fed. R. Civ. P."), which must be protected in order to preserve
5 legitimate business interests. Accordingly, good cause exists for the entry of this Protective
6 Order pursuant to Fed. R. Civ. P. 26(c) to protect against improper disclosure or use of
7 confidential information produced or disclosed in this case. The Parties therefore further stipulate
8 and agree, subject to the approval of the Court, that the terms and conditions of this Stipulated
9 Protective Order shall govern the handling of documents, depositions, pleadings, exhibits and all
10 other information exchanged by the parties in this Civil Action, or provided by or obtained from
11 non-parties in this Action.
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13 SCOPE

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15 1. This Stipulated Protective Order shall apply to all documents, electronically stored
16 information, tangible thing, testimony or other discovery material in this Action, including
17 responses to requests for production of documents, answers to interrogatories, responses to
18 requests for admissions, deposition testimony, expert testimony and reports, exhibits and all other
19 discovery taken pursuant to the Federal Rules of Civil Procedure, matters in evidence and any
20 other information hereafter furnished, directly or indirectly, by or on behalf of any party, non-
21 party or witness in connection with this Action ("Discovery Material").
22

23 2. As used herein, "Producing Party" shall refer to any party to this Action and to any
24 non-party who produces Discovery Material, and "Receiving Party" shall refer to any individual
25 who properly receives or is shown Discovery Material.
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27 DESIGNATION

1 3. Any Producing Party may designate Discovery Material as "CONFIDENTIAL" in
2 accordance with this Stipulated Protective Order if such party in good faith believes that such
3 Discovery Material contains CONFIDENTIAL information as defined in Paragraph 4. The
4 burden of establishing that Discovery Material is CONFIDENTIAL as defined herein shall be on
5 the Producing Party. The designation of any Discovery Material as CONFIDENTIAL shall be
6 deemed effective unless and until the Court orders otherwise or the Producing Party withdraws
7 the designation.
8

9 4. As used herein, CONFIDENTIAL Discovery Material refers to information that a
10 Producing Party claims to be proprietary business information or technical information relating to
11 a trade secret or other confidential research, development or commercial information within the
12 meaning of Fed. R. Civ. P. 26(c). Information to be treated under this Protective Order as
13 CONFIDENTIAL shall include but not be limited to:
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15 (a) Information set forth in responses to discovery requests made under Fed. R.
16 Civ. P. 31, 33 or 36, or in documents produced under Fed. R. Civ. P. 33(d) or 34, provided that,
17 prior to delivery to the Receiving Party, the responses or copies of documents are marked by the
18 Producing Party with the following legends or their substantial equivalents: "CONFIDENTIAL"
19 or "CONFIDENTIAL - SUBJECT TO STIPULATED PROTECTIVE ORDER – *Rembrandt*
20 *Gaming Technologies LP v. Boyd Gaming Corp., et al.*, Case No. 2:12-CV-0775 MMD-GWF."
21 Documents and/or information may be made available for inspection without designation and
22 designated subsequently at the time of production. If the document or information is produced
23 or disclosed in computer storage media, such as discs or tapes, the Producing Party shall affix
24 the appropriate legend to the cover or container of the storage media.
25

26 (b) Information revealed by inspection of things and premises under Fed. R.
27 Civ. P. 34, provided that, prior to and at any time up to fifteen (15) calendar days after the
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1 inspection, the party permitting inspection summarizes in writing the CONFIDENTIAL
2 Discovery Material that will be or that was disclosed by the inspection. To ensure that the
3 Producing Party has the full fifteen (15) calendar days to make appropriate designations, all
4 information gleaned from inspection of things and premises will be automatically treated as
5 CONFIDENTIAL Discovery Material for fifteen (15) calendar days after the day of inspection.
6 There shall be no waiver of confidentiality by the inspection of CONFIDENTIAL Discovery
7 Material before it is copied and marked pursuant to this Order. Inspection of Discovery Material
8 by any party shall be conducted by persons eligible under Paragraph 11 below.

10 (c) Information revealed during a deposition upon oral or written examination
11 under Fed. R. Civ. P. 30. Such information shall automatically be treated as CONFIDENTIAL
12 Discovery Material from the time of taking the deposition until fifteen (15) calendar days
13 following receipt of the final transcript by counsel for the Producing Party. At the expiration of
14 the said fifteen (15) day period, the entire transcript shall be deemed non-confidential, unless
15 counsel for the Producing Party notifies counsel for the Receiving Party in writing that
16 CONFIDENTIAL Discovery Material is set forth in the transcript and specifies in writing the
17 portions of the transcript that disclose CONFIDENTIAL Discovery Material, or during the
18 deposition, counsel for the Producing Party or any other party designates the transcript or portions
19 thereof to be CONFIDENTIAL Discovery Material. The legend described in Paragraph 4(a) shall
20 be placed on the front of any deposition transcript, and if videotaped, any copies of the videotape,
21 containing CONFIDENTIAL Discovery Material.

24 5. To the extent that any party wishes to file or submit for filing as part of the Court
25 record any materials subject to this Stipulated Protective Order, or any pleading, motion or
26 memorandum referring to them, the party wishing to do so shall first cause to be filed a motion
27 for leave to file such materials under seal unless the Producing Party consents to use of such
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1 materials in a filing that is not under seal. The party seeking leave to file CONFIDENTIAL
2 Discovery Material under seal shall provide copies of those materials proposed to be filed under
3 seal to the Clerk of the Court in an envelope marked "PROPOSED TO BE FILED UNDER
4 SEAL" along with the date, docket number and title of the related motion for leave to file under
5 seal. The party seeking to file materials under seal bears the burden of overcoming the
6 presumption in favor of public access to papers filed in Court, but any other party may file papers
7 and/or present arguments in support of the need for the materials at issue to be filed under seal.
8 Leave need not be obtained in order to redact personal data or account numbers from any
9 materials filed with the Court.
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11 USE

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13 6. Discovery Material designated CONFIDENTIAL under this Stipulated Protective
14 Order may be used only for purposes of this litigation and any appeal therefrom, and shall not be
15 used for any other purpose including, but not limited to, any business, proprietary, commercial,
16 governmental or other legal purpose, including in connection with any other litigation, arbitration
17 or claim. Nothing in this Stipulated Protective Order precludes a Producing Party from using or
18 disseminating its own CONFIDENTIAL information. Nothing herein shall prevent disclosure
19 beyond the terms of this Order if the Producing Party consents in writing to such disclosure, or
20 if the Court, after notice to all affected parties, orders or permits such disclosure
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22 7. During the course of preparing for a deposition or trial, unless otherwise entitled to
23 access under this Protective Order, a fact deponent or witness may be shown CONFIDENTIAL
24 Discovery Material of another party or third party only if the Discovery Material reveals on its
25 face that the deponent or witness has prior knowledge of the CONFIDENTIAL information in the
26 Discovery Material, authored the Discovery Material, is referred to in the Discovery Material
27 (provided the deponent or witness is not an employee of a business competitor of the Producing
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1 Party at the time of the disclosure of the Confidential Discovery Material), or received the
2 Discovery Material in the ordinary course of business and outside the context of this litigation.
3 Nothing in this Paragraph shall preclude a Producing Party from showing Discovery Material that
4 it has produced to its own deponent or witness, regardless of whether the Producing Party has
5 designated the Discovery Material it produced as CONFIDENTIAL, and regardless of whether
6 such deponent or witness is an author or recipient of the Discovery Material.
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8 8. During the course of a deposition or trial, unless otherwise entitled to access under
9 this Protective Order, a fact deponent or witness may be shown CONFIDENTIAL Discovery
10 Material of another party or third party only if one of the following conditions is present: (1) the
11 deponent or witness has prior knowledge of the CONFIDENTIAL information in the Discovery
12 Material, (2) the Discovery Material reveals on its face that the deponent or witness authored the
13 Discovery Material, is referred to in the Discovery Material (provided the deponent or witness is
14 not an employee of a business competitor of the Producing Party at the time of the disclosure of
15 the Confidential Discovery Material), or received the Discovery Material in the ordinary course
16 of business and outside the context of this litigation, or (3) foundation testimony or other
17 Discovery Material establishes that the deponent or witness authored the Discovery Material, is
18 referred to in the Discovery Material (provided the deponent or witness is not an employee of a
19 business competitor of the Producing Party at the time of the disclosure of the Confidential
20 Discovery Material), or received the Discovery Material in the ordinary course of business and
21 outside the context of this litigation. Notwithstanding the above, a fact deponent or witness who
22 is an officer, director or employee of a Producing Party may be shown any CONFIDENTIAL
23 Discovery Material of the Producing Party of which he or she is an officer, director or employee.
24 Further, a former officer, director or employee of a Producing Party may be shown any
25 CONFIDENTIAL Discovery Material of which he or she has prior knowledge, including any
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1 CONFIDENTIAL Discovery Material that refers to matters of which the witness has personal
2 knowledge, which has been produced by the Producing Party, and which pertains to the period
3 or periods of the witness' employment.

4 9. All Discovery Material designated CONFIDENTIAL shall be protected from
5 disclosure as specified herein, unless a party obtains an Order of the Court declaring that all or
6 certain portions of such Discovery Material are not, in fact, protected and may be disclosed.

7 10. Third parties may designate as CONFIDENTIAL transcripts of depositions of their
8 witnesses and any documents or information they produce, whether voluntarily or by subpoena, to
9 the same extent and in the same manner as parties to this Action, and any such Discovery
10 Material shall be treated by parties to this Action in the same manner as materials and information
11 so designated by a party. Third parties shall have the same rights and obligations under this
12 Stipulated Protective Order as parties and may move the Court to enforce the provisions of this
13 Stipulated Protective Order. A third party's use of this Protective Order to protect its own
14 information does not entitle that nonparty access to CONFIDENTIAL Discovery Material
15 produced by any party in this case.

18 DISCLOSURE

19 11. Unless otherwise directed by the Court or authorized in writing by the Producing
20 Party, Discovery Material designated as CONFIDENTIAL may be disclosed by the Receiving
21 Party only to the following persons:

22 (a) any outside counsel of record in this Action, including any attorneys
23 employed by firms of record even if not otherwise identified specifically on pleadings, and
24 support personnel for these counsel, such as law clerks, analysts, paralegals, litigation assistants,
25 secretaries and support staff;
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1 (b) four designated in-house counsel for each party and for each manufacturer
2 of the games at issue in the Action who are assisting in the defense and/or appeal of this Action
3 and support personnel for these counsel, such as law clerks, analysts, paralegals, litigation
4 assistants, secretaries and support staff;

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6 (c) two senior management level employees for each party and for each
7 manufacturer of the games at issue in the Action, and in the case of financial information, one
8 financial analyst for each party and for each manufacturer of the games at issue in the Action;

9 (d) two in-house technical analysts for each party and for each manufacturer of
10 the games at issue in the Action;

11 (e) any outside expert or consultant who is not a current employee of any party
12 in this Action and is expressly retained or sought to be retained by counsel identified in
13 Paragraphs 11(a) or 11(b) to assist in the preparation of this Action for trial, with disclosure only
14 to the extent necessary to perform such work;

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16 (f) any court reporter, shorthand reporter or typist recording or transcribing
17 testimony;

18 (g) service contractors such as document copy services, trial technology
19 consultants, jury consultants and graphic artists;

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21 (h) personnel of the Court and all appropriate courts of appellate jurisdiction;
22 and

23 (i) any other person agreed to by the Producing Party in writing.

24 CONFIDENTIAL Discovery Material shall not be disclosed to any person described in
25 Paragraphs 11(b-e), (g) or (i) unless and until such person has executed the Declaration and
26 Undertaking to Be Bound by Stipulated Protective Order in the form attached as Exhibit A.
27 CONFIDENTIAL Discovery Material shall not be disclosed to any person unless such person is
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1 authorized to receive CONFIDENTIAL Discovery Material pursuant to Paragraph 11 of this
2 Stipulated Protective Order.

3 12. As a condition precedent to disclosure of CONFIDENTIAL Discovery Material, at
4 least seven (7) calendar days before the disclosure of any CONFIDENTIAL Discovery Material
5 of any Producing Party is made to an individual described above in Paragraphs 11(e) or (i),
6 counsel for the Receiving Party shall serve a Notice on the Producing Party identifying the
7 individual by name and including a *curriculum vitae* or equivalent resume disclosing the
8 individual's address, employment history, past or present relationship with any of the parties, all
9 consulting engagements during the past five (5) years and an executed acknowledgement from the
10 individual to whom the disclosure is to be made, in the form of Exhibit A attached hereto. Prior
11 to disclosure of any CONFIDENTIAL Discovery Material produced by another party, the other
12 party shall have seven (7) calendar days from receipt of the executed acknowledgement and
13 *curriculum vitae* or resume to object to such disclosure. In the event of an objection to the
14 proposed disclosure, the parties shall promptly confer in good faith to resolve the concerns giving
15 rise to the objection. If the parties are unable to reach agreement regarding such disclosure, the
16 objecting party must notify the Court on an expedited basis, and in no event later than fifteen (15)
17 calendar days after receipt of the executed acknowledgement and *curriculum vitae* or resume.
18 The burden shall be on the objecting party to demonstrate to the Court why the proposed
19 disclosure should not be made. CONFIDENTIAL Discovery Material shall not be disclosed to
20 such an individual pending the Court's resolution of the dispute. The foregoing seven (7) and
21 fifteen (15) calendar day periods may be extended by agreement of the parties or by Order of the
22 Court.
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26 13. The recipient of any CONFIDENTIAL Discovery Material that is provided under
27 this Stipulated Protective Order shall maintain such information in a secure and safe area and
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1 shall exercise reasonable and proper care with respect to the storage, custody, use and/or
2 dissemination of such information.

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4 **EXEMPTED MATERIALS**

5 14. The Receiving Party may seek to remove the confidentiality restrictions set forth
6 herein on the ground that information designated CONFIDENTIAL does not fall within the
7 definitions of CONFIDENTIAL set forth in Paragraphs 3 and 4 above. In such event, the
8 Producing Party shall have the burden of proof of establishing that Discovery Material challenged
9 under this Paragraph constitutes CONFIDENTIAL Discovery Material as defined in Paragraphs 3
10 and 4.

11 15. None of the provisions of this Stipulated Protective Order shall apply to the
12 following categories of documents or information, and any party may seek to remove the
13 restrictions set forth herein on the ground that information designated as CONFIDENTIAL
14 has/had been:

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- 16 (a) available to the public at the time of its production hereunder;
 - 17 (b) available to the public after the time of its production through no act, or
18 failure to act, on behalf of the Receiving Party, its counsel, representatives or experts;
 - 19 (c) known to the Receiving Party, or shown to have been independently
20 developed by the Receiving Party, prior to its production hereunder without use or benefit of the
21 information;
 - 22 (d) obtained outside of this Action by the Receiving Party from the Producing
23 Party without having been designated as CONFIDENTIAL; provided, however, that this
24 provision does not negate any pre-existing obligation of confidentiality; and/or
25 (e) previously produced, disclosed or provided by the Producing Party to the
26 Receiving Party or any third party without an obligation of confidentiality.
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1 While the Producing Party has the burden of proof of establishing that Discovery Material
2 is CONFIDENTIAL as set forth in Paragraph 14, the Receiving Party shall have the burden of
3 proof to establish that any otherwise valid claims of confidentiality have been vitiated based on
4 any of the grounds set forth in Paragraph 15.
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6 **INADVERTENT PRODUCTION/DESIGNATION**

7 16. The inadvertent production of a document subject to attorney-client privilege or
8 work product immunity will not waive attorney-client privilege or work product immunity. In
9 addition, the fact that a document was inadvertently produced shall not be used in any manner as
10 evidence in support of any alleged waiver of attorney-client privilege or work product immunity.
11 If a party has inadvertently produced a document subject to a claim of attorney-client privilege or
12 work product immunity, upon request, the document and all copies thereof shall be returned
13 promptly, and in no event later than seven (7) calendar days, after a request is made by the
14 Producing Party, as required by Fed. R. Civ. P. 26(b)(5)(B). Moreover, any notes or summaries,
15 other than those expressly permitted under this section, referring to or relating to any such
16 inadvertently produced document subject to a claim of attorney-client privilege or work product
17 immunity shall be destroyed. Nothing herein shall prevent the Receiving Party from preparing a
18 record for its own use containing the date, author, address(es) and other such information as is
19 reasonably necessary to identify the document and generally describe its nature to the Court in
20 any motion to compel production of the document. Such a record of the identity and nature of a
21 document may not be used for any purpose other than preparation of a motion to compel in this
22 Action. After return of the document(s), the Receiving Party may challenge the Producing
23 Party's claim(s) of attorney-client privilege or work product immunity by making a motion to the
24 Court.
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1 17. The inadvertent failure by a Producing Party to designate Discovery Material as
2 CONFIDENTIAL shall not be a waiver of such designation, provided that the Producing Party
3 promptly informs the Receiving Party that such Discovery Material is CONFIDENTIAL, and in
4 any event not more than seven (7) calendar days from when the failure to designate first became
5 known to the Producing Party. The inadvertent failure by a party to designate Discovery Material
6 as CONFIDENTIAL shall not preclude the filing of a motion at a later date seeking to impose
7 such designation or challenging the propriety thereof. The party receiving Discovery Material
8 that the Producing Party inadvertently failed to designate as CONFIDENTIAL shall not be in
9 breach of this Order for any use made of such Discovery Material before the Receiving Party is
10 informed of the inadvertent failure to designate. Once the Receiving Party has been informed of
11 the inadvertent failure to designate pursuant to this Paragraph, the Receiving Party shall take
12 reasonable steps to, at the Producing Party's option, either ensure that all copies of any such
13 Discovery Materials are returned promptly to the Producing Party (in which case the Producing
14 Party shall promptly return them to the Receiving Party with the desired designation), or ensure
15 that all copies of any such Discovery Materials are marked with the proper designation and
16 distributed only as permitted under this Stipulated Protective Order.

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19 18. In the event of disclosure of Discovery Material designated CONFIDENTIAL to
20 any person not authorized to such access under this Stipulated Protective Order, the party
21 responsible for having made such disclosure, and each party with knowledge thereof, shall
22 immediately inform counsel for the party whose Discovery Material has been disclosed of all
23 known relevant information concerning the nature and circumstances of the disclosure. The party
24 responsible for improperly disclosing such Discovery Material shall also promptly take all
25 reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that no
26 further or greater unauthorized disclosure and/or use thereof is made.
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OBJECTION TO DESIGNATIONS

19. Any party may object to the designation by the Producing Party of any Discovery Material as CONFIDENTIAL. The process for making such an objection and for resolving the dispute shall be as follows:

(a) The objecting party shall notify the Producing Party in writing as to its objection(s) to the designations within seven (7) calendar days of becoming aware of the confidentiality designation through review of the Discovery Material. . This notice shall include, at a minimum, a specific identification of the designated Discovery Material objected to as well as the reason(s) for the objection.

(b) The objecting party shall thereafter have the burden of conferring within seven (7) calendar days, either in person or by telephone with the Producing Party claiming protection, as well as any other interested party, in a good faith effort to resolve the dispute.

(c) Failing agreement, the objecting party may move the Court for a ruling that the Discovery Material sought to be protected is not entitled to such designation. The Producing Party bears the burden to establish that the Discovery Material is CONFIDENTIAL and entitled to such protection under this Stipulated Protective Order.

Notwithstanding any such challenge to the designation of Discovery Material as CONFIDENTIAL, all such Discovery Material so designated shall be treated as such and shall be subject to the provisions of this Stipulated Protective Order until either the party who designated the Discovery Material as CONFIDENTIAL withdraws such designation in writing or the Court rules that the designation is not proper and that the designation be removed.

Any failure to object to any Discovery Material being designated as CONFIDENTIAL shall not be construed as an admission by any non-designating party that the material constitutes or contains a trade secret or other confidential information.

RETURN/DESTRUCTION OF MATERIALS

20. Not later than sixty (60) calendar days after the termination of this Action, all CONFIDENTIAL Discovery Material, including all copies thereof, shall be returned to the Producing Party or destroyed, such election to be made by the Receiving Party, except that each party's outside counsel may retain all papers filed with the Court, transcripts of testimony and exhibits, expert reports, discovery requests and responses, correspondence and their own work product containing CONFIDENTIAL Discovery Material for archival purposes, and provided that such counsel shall not disclose any party's CONFIDENTIAL Discovery Material contained therein to any person or entity except pursuant to a written agreement with the Producing Party or as otherwise provided in this Stipulated Protective Order. Not later than seventy-five (75) calendar days after the termination of this Action, the party receiving any CONFIDENTIAL Discovery Material shall certify in writing that all such material has been returned or destroyed.

MISCELLANEOUS PROVISIONS

21. This Stipulated Protective Order is without prejudice to the right of any party to seek further or additional protection of Discovery Material for which the protection of this Order is not believed by such party to be adequate. Nothing in this Stipulated Protective Order shall be deemed to bar or preclude any Producing Party from seeking such additional protection, including, without limitation, an order that certain information may not be discovered at all.

22. The entry of this Stipulated Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery and, except as expressly provided, shall not relieve any party of the obligation of producing information in the course of discovery.

23. If at any time CONFIDENTIAL Discovery Material is subpoenaed by any court, or any arbitral, administrative or legislative body, the person to whom the subpoena is directed

1 shall immediately give written notice thereof to counsel for every party who has produced such
2 CONFIDENTIAL Discovery Material and shall provide each such party with an opportunity to
3 object to the production of such materials before the party being subpoenaed discloses such
4 materials. If the Producing Party does not move for a protective order within seven (7) calendar
5 days of the date written notice is given, the party to whom the referenced subpoena is directed
6 may produce, on or after the date set for production in the subpoena but not prior to the end of the
7 seven (7) calendar day notice period, such material in response thereto.

9 24. The parties agree that no Party or independent expert witness or consultant,
10 whether designated as a testifying witness or not, is required to maintain or produce drafts of
11 expert reports or communications with outside counsel relating to the Action, or notes made or
12 taken during preparation of laboratory testing or expert reports per Fed R. Civ. P. 26(b)(4)(B).
13 Communications between an independent expert witness, or consultant, and a Party's attorneys
14 shall not be discoverable, except that facts or data contained in such communications and
15 reviewed by or relied upon by such expert witness, or consultant will become discoverable
16 pursuant to Fed.R.Civ.P.26(A)(2)(b) if and when such individual or entity is designated as a
17 testifying witness. Testifying experts shall not be subject to discovery on any draft of their reports
18 in this case and such draft reports, notes or outlines for draft reports are also exempt from
19 production and discovery and may be discarded. No discovery can be taken from any consulting
20 expert except to the extent that the consulting expert has provided information, opinions or other
21 materials to a testifying expert, who relies upon such information, opinions or other materials in
22 forming his or her final report, trial or deposition testimony, or any opinion in this case. No
23 conversations or communications between counsel and any testifying or consulting expert will be
24 subject to discovery unless the conversations or communications are relied upon by a testifying
25 expert in formulating his or her final report, or trial or deposition testimony, or any opinion in
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1 this case. Materials, communications and other information exempt from discovery under this
2 Paragraph 24 shall be treated as attorney-work product for the purposes of this litigation and
3 Protective Order.

4 25. Facts and data generated or reviewed by an expert or consultant and relied upon by
5 such individual or entity will become discoverable if and when such individual or entity is
6 designated as a testifying witness. The Parties and testifying witnesses and consultants shall fully
7 comply with all other disclosure requirements of Federal Rule of Civil Procedure 26(a)(2) subject
8 to the exclusions set forth in this Protective Order.
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10 26. Counsel for any party to this Stipulated Protective Order shall have the right to
11 exclude from depositions, other than the deponent, court reporter and videographer, any person
12 who is not authorized under this Stipulated Protective Order to receive CONFIDENTIAL
13 Discovery Material. Such right of exclusion shall be applicable only during periods of
14 examination or testimony directed to CONFIDENTIAL Discovery Material. The failure of
15 individuals other than those specified in the previous sentence to leave the deposition room
16 during any portion of the deposition that inquires into matters deemed CONFIDENTIAL by the
17 designating party shall constitute justification for counsel to instruct the witness not to answer the
18 question.
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20 27. All notices required by any Paragraphs of this Stipulated Protective Order are to be
21 made by e-mail to counsel representing the noticed party. The date by which a party receiving
22 notice shall respond or otherwise take action shall be computed from the date of receipt of the
23 notice. Any of the notice requirements herein may be waived in whole or in part, but only in a
24 writing signed by counsel for the Producing Party.
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26 28. Nothing in this Stipulated Protective Order shall bar or otherwise restrict counsel
27 from rendering advice to his or her client with respect to this Action and, in the course thereof,
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1 relying in a general way upon his or her examination of CONFIDENTIAL Discovery Material in
2 this Action; provided, however, that in rendering such advice and in otherwise communicating
3 with a person not entitled to view CONFIDENTIAL Discovery Material, counsel shall not
4 disclose the contents of CONFIDENTIAL Discovery Material produced by any other party or
5 non-party.
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7 29. Execution of this Stipulated Protective Order shall not constitute a waiver of the
8 right of any party to claim in this Action or otherwise that any document, or any portion thereof,
9 is protected by the attorney-client privilege or work product immunity or is otherwise not
10 discoverable or admissible in evidence in this Action or any other proceeding.

11 30. A Receiving Party may not use another party's CONFIDENTIAL Discovery Material
12 in the preparation or prosecution of a patent or patent application. Nothing in this Paragraph shall prohibit
13 an individual who has received CONFIDENTIAL Discovery Material from participating in re-
14 examination proceedings before the Patent and Trademark Office.
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16 31. Notwithstanding any provisions of this Stipulation Protective Order, if officers or
17 other designated members of management of the respective parties are believed to need materials for
18 mediation, settlement or other related purposes, the parties through their counsel will cooperate in
19 trying to reach agreement among themselves as to what information can be supplied to pre-designated
20 persons for these purposes under the provisions of and in accordance with this Order and if necessary
21 thereafter, in promptly referring this issue to the Court.
22

23 32. Any party receiving CONFIDENTIAL Discovery Material who believes in good
24 faith that disclosure of such material to the United States Patent and Trademark Office (PTO) is
25 required by 37 C.F.R. § 1.56 may disclose such material to the PTO using the confidential
26 disclosure procedures set forth in Sections 724 - 724.06 of the Manual of Patent Examining
27 Procedure. Any such disclosure shall be accompanied by a Petition to Expunge such Protected
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1 Material from the PTO's file in accordance with 37 C.F.R. § 1.59(b) and Section 724.05 of the
 2 Manual of Patent Examining Procedure. At least ten (10) calendar days prior to submission of
 3 Protected Material to the PTO, the submitting party shall provide written notice of the planned
 4 submission to the Producing Party. The Producing Party may seek relief from this Court to
 5 prevent or otherwise restrict disclosure of the Protected Material to the PTO.
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7 33. This Order shall remain in full force and effect until modified, superseded, or
 8 terminated on the record by agreement of the parties or by an Order of the Court. At the
 9 conclusion of the present Action, the Court shall retain jurisdiction to enforce the terms of this
 10 Order. Each person or entity who receives CONFIDENTIAL Discovery Material agrees to
 11 subject himself or herself to the jurisdiction of this Court for the purpose of any proceedings
 12 relating to the performance under, compliance with or violation of this Stipulated Protective
 13 Order.
 14

15 34. For purposes of this Stipulated Protective Order, "termination of this Action" is
 16 defined to mean the exhaustion of all appeals from orders and final judgments in this Action or
 17 the settlement of this Action.
 18

19 DATED: August 20, 2012

IT IS SO ORDERED:

21 
 22

GEORGE FOLEY, JR.
 United States Magistrate Judge

24 Dated: August 16, 2012

25 /s/ Michael D. Rounds

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 27 WATSON ROUNDS
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 28 Reno, NV 89511-2083

/s/ Jennifer C. Dorsey

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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

REMBRANDT GAMING TECHNOLOGIES, LP, a
Virginia limited partnership,

Plaintiff,

vs.

BOYD GAMING CORPORATION, a Nevada
corporation; CAESARS ENTERTAINMENT
OPERATING COMPANY, INC., a Delaware
corporation; MGM RESORTS INTERNATIONAL
OPERATIONS, INC., a Delaware corporation;
WMS GAMING, INC., a
Delaware corporation; and LV Gaming Ventures,
LLC, a Nevada limited liability company,

Defendants.

2:12-CV-0775 MMD-GWF

**DECLARATION AND
UNDERTAKING TO BE BOUND
BY STIPULATED PROTECTIVE
ORDER**

I, _____, declare
that:

1. My residence address is

_____.

2. My current employer is

_____ and the address of my current
employment is _____.

3. My current occupation or job description is

_____.

4. [Experts Only] A copy of my *curriculum vitae* is attached hereto.

5. I have received and read the Stipulated Protective Order in this Action

1 dated _____, and I understand its provisions. I agree (a) to be bound by
2 the terms of the Stipulated Protective Order, (b) to use CONFIDENTIAL Discovery Material
3 solely for this action and (c) not to disclose any CONFIDENTIAL Discovery Material to any
4 person, firm, corporation or other entity not qualified to have access to such information pursuant
5 to the terms of the Stipulated Protective Order.
6

7 6. Upon termination of this Action, I will destroy or return to retaining
8 counsel all CONFIDENTIAL Discovery Material and summaries, abstracts and indices thereof
9 that come in my possession, and documents of things that I have prepared relating thereto.

10 7. I hereby submit to the jurisdiction of the United States District Court for
11 the District of Nevada for the purpose of enforcement of the Stipulated Protective Order. I
12 understand that if I violate the provisions of the Stipulated Protective Order, I will be in violation
13 of a Court Order and subject to sanctions or other remedies that may be imposed by the Court and
14 may be liable in civil action by one or more of the parties in this Action.
15

16 I declare under penalty of perjury under the laws of the United States of America
17 that the foregoing is true and correct.
18

19 _____
20 Date

Signature